

ANIMECOM FEST EXHIBITOR TERMS & CONDITIONS
2023

TERMS AND CONDITIONS

THE EXHIBITOR AGREES with AC:

RENT AND USE

1. To pay the rent as set out above without any deduction whatsoever.
2. To use the booth space for the sole purpose of selling menu options set out in the exhibitor form:
 - a)
 - b)
 - c)
 - d)

INSERT DESCRIPTION OF GOODS

on the event day and during the hours specified in CLAUSE 1.

ALTERATIONS

3. At his/her/its own expense to fit up the booth space with such furniture and fittings as may be necessary for the business of the **EXHIBITOR** but otherwise not without the consent of the **ORGANIZER** to make any alteration whatsoever to the booth space.
4. Not to carry out any structural or electrical work in the booth space nor use any materials for the fitting out or decoration of it without first obtaining the written consent of the **ORGANIZER** who shall have absolute discretion in giving or withholding such consent.

Comply with all rules and regulations of the local authority and official bodies relating to the booth space and its fitting out.

REPAIR & CLEANLINESS

5. To keep the booth space and all the fixtures and fittings herein provided for in good repair.
6. To keep the booth space including the ground and passage areas within and immediately surrounding it at all times in a clean and tidy condition.
7. Place all waste and refuse which may be produced or which may accumulate in the course of the festival from the booth space in the receptacles provided by the **ORGANIZER** as often as may be necessary to keep the booth space clean and tidy.

ASSIGNMENT ETC.

8. Not to assign or part with or share possession of the booth space or any part of it.
9. Not to assign or transfer the benefit of this contract to any other person or company whatsoever.
10. Not to permit any other person or company to have the use of the booth space.

DISPLAY OF NAME

11. To display at the booth space a suitable sign stating the **EXHIBITOR'S** name and trade such sign to be of a form previously approved in writing by the **ORGANIZER**.

OPENING FOR TRADE

12. To promptly open for trading at 11:00 am and to keep the booth space open for the sale or exhibition of the articles until 7:00 pm
13. Not at any time to block any drives, passageways or other areas giving access to **ANIMECOM** and use only loading facilities at the times designated by the organizer.

ATTENDANCE

14. To keep the booth space properly attended by the **EXHIBITOR** or his/hers/its competent employees or agent at all times.

SALE OF OTHER MERCHANDISE

15. Not to sell or display for sale any merchandise from the booth space other than the articles described herein.

PROFESSIONAL APPEARANCE

16. To wear suitable clothes and maintain a professional appearance.

COMPLIANCE WITH LAWS, RULES AND REGULATIONS

17. To be solely responsible for ensuring that the **EXHIBITOR** observes all laws and regulations relating to the sale of goods and trading.
18. Observe and comply with all regulations and all requirements of public health and also any other regulations relating to employees of the **EXHIBITOR** so far as they relate to the booth space and the business of the **EXHIBITOR** carried on in its nuisance.
19. Not to seek to attract attention or customers by shouting, making undue noise or playing music of a nature that may cause a nuisance or inconvenience to other exhibitors or customers at **ANIMECOM**.

UNSEEMLY CONDUCT

20. Refrain from abuse or unseemly language or conduct and extend normal courtesy to customers, patrons, other exhibitors and representatives of **ANIMECOM**.

DAMAGE ETC

21. Not to remove or interfere with the structure or parts of any other booth space or any part of **ANIMECOM** outside the limits of the booth space.
22. Not to cause any damage to **ANIMECOM**.
23. Not to interfere with any person lawfully in **ANIMECOM**
24. At the end of the rental period, remove such fixtures and fittings provided by the **EXHIBITOR** immediately and leave the booth space clean and in good repair.

INDEMNITY

25. To indemnify the **ORGANIZER** against
 - a. All and any claims or demands (whenever made) and all costs and expenses incurred by the **ORGANIZER** relating to or arising out of the use of the booth space by the **EXHIBITOR**.
 - b. Any claims which may at any time be made against the **ORGANIZER** (whether under the occupier's liability act or otherwise) in relation to the booth space (including any claim made by any of the **EXHIBITOR'S** employees or agents) arising wholly or in part from any act or omission of the **EXHIBITOR**.

TERMINATION

30. The **ORGANIZER** may terminate this contract immediately if:
- a. Either party serves not less than two (2) weeks' notice of termination, immediately prior to the event date. In which event, any funds paid by the Exhibitor to the AC shall be refunded.
 - b. The **EXHIBITOR** is in arrear with any payment due under the terms of the contract.
 - c. The **EXHIBITOR** is in breach of any other terms and conditions of this contract.
 - d. The **ORGANIZER** reasonably considers that the **EXHIBITOR** is carrying on business in a manner prejudicial to the business of other exhibitors within **ANIMECOM** or of such standard that it detracts from the character and/or quality of **ANIMECOM** and the business of other exhibitors.

DAMAGE TO GOODS

31. No responsibility whatsoever shall in any circumstances fall upon the **ORGANIZER** for the safety of or for any loss or damage however caused to the goods in the booth space or in **ANIMECOM** or to the fixtures and fittings of the **EXHIBITOR** in **ANIMECOM**.
32. The **EXHIBITOR** shall be solely responsible for all insurance, if any, both for their safety and for all such loss or damage however caused including all direct or consequential loss or damage and notwithstanding such loss or damage may be due to or arising out of any defect in **ANIMECOM** or the booth space or the neglect or default of the **ORGANIZER** or its servants or agents.

TERMS OF THE AGREEMENT

33. The terms of this agreement are complete terms agreed between the **ORGANIZER** and the **EXHIBITOR** and there are no other terms relating to this agreement unless evidenced in writing.
34. The **EXHIBITOR** acknowledges that the **EXHIBITOR** has not entered into this agreement by any oral representation.
35. The terms of this agreement may only be varied in writing and any variation agreed on behalf of the **ORGANIZER** shall only take effect if signed by a duly authorized agent of the **ORGANIZER**.